

# UNOFFICIAL COPY

Doc#. 1710047067 Fee: \$56.00  
Karen A. Yarbrough  
Cook County Recorder of Deeds  
Date: 04/10/2017 10:29 AM Pg: 1 of 5

**WHEN RECORDED MAIL TO:**

BMO Harris Bank N.A.  
Attn: Collateral Fulfillment  
P.O. Box 2058  
Milwaukee, WI 53201

**FOR RECORDER'S USE ONLY**

This Modification of Mortgage prepared by:  
Brad Eastep, Documentation Specialist  
BMO Harris Bank N.A. / C&CLS  
1200 Warrenville Rd., 2nd Floor  
Naperville, IL 60563

## MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated March 15, 2017, is made and executed between Chicago Title Land Trust Company, a corporation of Illinois, as Successor Trustee to LaSalle National Bank, Successor Trustee to Central National Bank in Chicago, under that certain trust agreement dated May 10, 1977 and known as Trust Number 10-22450-08, whose address is 10 S. LaSalle Street, Suite 2750, Chicago, IL 60603 (referred to below as "Grantor") and BMO Harris Bank N.A., whose address is 111 W. Monroe Street, Chicago, IL 60603-4095 (referred to below as "Lender").

**MORTGAGE.** Lender and Grantor have entered into a Mortgage dated May 4, 2007 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

A Mortgage recorded on May 21, 2007 as Document #0714135113 and an Assignment of Rents recorded on April 29, 2010 as Document #1011929057 in the Cook County Recorder's Office, as may be subsequently modified from time to time.

**REAL PROPERTY DESCRIPTION.** The Mortgage covers the following described real property located in Cook County, State of Illinois:

**PARCEL 1:**

SUBDIVISION LOTS 1, 2, 3 AND 4 IN STONE'S SUBDIVISION OF LOTS 3 AND 4 IN BLOCK 140 IN SCHOOL SECTION ADDITION OF THE NORTHEAST 1/4 OF SECTION 16, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

**PARCEL 2:**

SUB LOT 5 OF LOTS 3 AND 4 IN SCHOOL SECTION ADDITION TO CHICAGO, ALSO THE NORTH 75.50 FEET OF THE EAST 1/2 OF THE ORIGINAL LOT 5 IN BLOCK 140 AND THE 15 FEET SOUTH OF AND ADJOINING THE NORTH 75.50 FEET OF THE EAST 1/2 OF ORIGINAL LOT 5 IN SAID BLOCK 140 IN SCHOOL SECTION ADDITION TO CHICAGO, IN TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

**PARCEL 3:**

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## MODIFICATION OF MORTGAGE (Continued)

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NON-EXCLUSIVE EASEMENT FOR THE BENEFIT OF PARCELS 1 AND 2 AS CREATED BY EASEMENT AGREEMENT DATED APRIL 16, 2007, 2007 AND RECORDED JUNE 15, 2007 AS DOCUMENT NUMBER 0716633162 FROM THE UNITED STATES OF AMERICA, ACTING BY AND THROUGH THE ADMINISTRATOR OF THE GENERAL SERVICES ADMINISTRATION TO CHICAGO TITLE LAND TRUST COMPANY, AS SUCCESSOR TRUSTEE TO LASALLE NATIONAL BANK AND CENTRAL NATIONAL BANK, UNDER TRUST AGREEMENT DATED MAY 10, 1977, AND KNOWN AS TRUST NUMBER 10-22450-08 AND THE BERGHOFF RESTAURANT COMPANY OF DELAWARE FOR THE PURPOSE OF PEDESTRIAN AND VEHICULAR INGRESS AND EGRESS OVER THE FOLLOWING DESCRIBED LAND:

**PARCEL 1:**

ALL THAT PART OF W. QUINCY STREET LYING SOUTH OF THE SOUTH LINE OF LOTS 1 AND 2 IN SUBDIVISION OF BLOCKS 83, 92, AND 140 IN SCHOOL SECTION ADDITION TO CHICAGO OF SECTION 16, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, LYING SOUTH OF THE SOUTH LINE OF LOTS 8 AND 9 IN SUBDIVISION OF LOTS 3 AND 4 IN BLOCK 140 IN SCHOOL SECTION ADDITION AFORESAID, LYING SOUTH OF A LINE DRAWN FROM THE SOUTHEAST CORNER OF LOT 7 IN SUBDIVISION OF LOTS 3 AND 4 IN BLOCK 140 IN SCHOOL SECTION ADDITION AFORESAID TO THE SOUTHWEST CORNER OF LOT 8 IN SUBDIVISION OF LOTS 3 AND 4 IN BLOCK 140 IN SCHOOL SECTION ADDITION AFORESAID, LYING NORTH OF THE NORTH LINE OF LOTS 13 TO 16, BOTH INCLUSIVE, IN SUBDIVISION OF BLOCKS 83, 92, AND 140 IN SCHOOL SECTION ADDITION AFORESAID, LYING WEST OF A LINE DRAWN FROM THE SOUTHEAST CORNER OF LOT 1 IN SUBDIVISION OF BLOCKS 83, 92, AND 140 IN SCHOOL SECTION ADDITION AFORESAID TO THE NORTHEAST CORNER OF LOT 16 IN SUBDIVISION OF BLOCKS 83, 92, AND 140 IN SCHOOL SECTION ADDITION AFORESAID AND LYING EAST OF THE EAST LINE OF VACATED W. QUINCY STREET VACATED BY ORDINANCE APPROVED DECEMBER 7, 1960 BY THE CITY COUNCIL OF THE CITY OF CHICAGO AND RECORDED JANUARY 16, 1961 IN THE OFFICE OF THE RECORDER OF DEEDS OF COOK COUNTY, ILLINOIS AS DOCUMENT NO. 18061918, SAID EAST LINE OF VACATED W. QUINCY STREET BEING DESCRIBED IN THE LAST RECORDED DOCUMENT AS, THE "EAST LINE OF SAID LOT SEVEN (7) PRODUCED SOUTH SIXTY-SIX (66) FEET" IN SUBDIVISION OF LOTS 3 AND 4 IN BLOCK 140 IN SCHOOL SECTION ADDITION AFORESAID;

**ALSO****PARCEL 2:**

ALL OF THE EAST-WEST 15 FOOT PUBLIC ALLEY LYING SOUTH OF THE SOUTH LINE OF LOTS 1 TO 5, BOTH INCLUSIVE, LYING NORTH OF THE NORTH LINE OF LOTS 6 TO 9, BOTH INCLUSIVE, LYING NORTH OF A LINE DRAWN FROM THE POINT OF INTERSECTION OF THE NORTH AND NORTHEASTERLY LINES OF LOT 7 TO THE POINT OF INTERSECTION OF THE NORTH AND NORTHWESTERLY LINES OF LOT 8, LYING WEST OF A LINE DRAWN FROM THE SOUTHEAST CORNER OF LOT 1 TO THE NORTHEAST CORNER OF LOT 9 AND LYING EAST OF A LINE DRAWN FROM THE SOUTHWEST CORNER OF LOT 5 TO THE NORTHWEST CORNER OF LOT 6 ALL IN SUBDIVISION OF LOTS 3 AND 4 IN BLOCK 140 IN SCHOOL SECTION ADDITION AFORESAID;

**ALSO****PARCEL 3:**

ALL OF THE NORTH-SOUTH 12 FOOT PUBLIC ALLEY WIDENING INTO A 32 FOOT PUBLIC ALLEY AT THE NORTH TERMINUS OF SAID ALLEY, LYING NORTHEASTERLY AND EAST OF THE NORTHEASTERLY AND EAST LINES OF LOT 7, LYING NORTHWESTERLY AND WEST OF THE NORTHWESTERLY AND WEST LINES OF LOT 8, LYING SOUTH OF A LINE DRAWN FROM THE POINT OF INTERSECTION OF THE NORTH AND NORTHEASTERLY LINES OF LOT 7 TO THE POINT OF INTERSECTION OF THE NORTH AND NORTHWESTERLY LINES OF LOT 8 AND LYING NORTH OF A LINE DRAWN FROM THE SOUTHEAST CORNER OF LOT 7 TO THE SOUTHWEST CORNER OF LOT 8 ALL IN SUBDIVISION OF LOTS 3 AND 4 IN BLOCK 140 IN SCHOOL SECTION ADDITION AFORESAID

The Real Property or its address is commonly known as 17 - 29 W. Adams Street, Chicago, IL 60603. The Real Property tax identification number is 17-16-224-007-0000, 17-16-224-022-0000 and

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## MODIFICATION OF MORTGAGE (Continued)

17-16-224-023-0000.

**MODIFICATION.** Lender and Grantor hereby modify the Mortgage as follows:

This Modification of Mortgage reflects the following:

(1) that the above referenced Mortgage now secures a Promissory Note dated March 15, 2017 in the original principal amount of \$1,355,162.51 from Berghoff Restaurant Company of Delaware to Lender bearing a fixed interest rate and a Promissory Note dated March 15, 2017 in the original principal amount of \$500,000.00 from Berghoff Restaurant Company of Delaware and Berghoff Cafe, L.L.C., bearing a variable rate of interest based upon an index; together with all renewals of, extensions of, modifications of, refinancings or consolidations of, and substitutions for the Promissory Note; (2) at no time shall the principal amount of indebtedness secured by the Mortgage, not including sums advanced to protect the security of the mortgage, exceed the amount of \$3,710,325.02; and (3) the following paragraph is hereby added to the Mortgage:

**Revolving Line of Credit.** Specifically, in addition to the amounts specified in the Indebtedness definition, and without limitation, this Mortgage secures a revolving line of credit and shall secure not only the amount which Lender has presently advanced to Grantor or Borrower under the Note, but also any future amounts which Lender may advance to Grantor or Borrower under the Note within twenty (20) years from the date of this Mortgage to the same extent as if such future advance were made as of the date of the execution of this Mortgage. The revolving line of credit obligates Lender to make advances to Grantor or Borrower so long as Grantor and Borrower complies with all the terms of the Note and Related Documents.

**CONTINUING VALIDITY.** Except as expressly modified above, the terms of the original Mortgage shall remain unchanged and in full force and effect and are legally valid, binding, and enforceable in accordance with their respective terms. Consent by Lender to this Modification does not waive Lender's right to require strict performance of the Mortgage as changed above nor obligate Lender to make any future modifications. Nothing in this Modification shall constitute a satisfaction of the promissory note or other credit agreement secured by the Mortgage (the "Note"). It is the intention of Lender to remain liable all parties to the Mortgage and all parties, makers and endorsers to the Note, including accommodation parties, unless a party is expressly released by Lender in writing. Any maker or endorser, including accommodation makers, shall not be released by virtue of this Modification. If any person who signed the original Mortgage does not sign this Modification, then all persons signing below acknowledge that this Modification is given conditionally, based on the representation to Lender that the non-signing person consents to the changes and provisions of this Modification or otherwise will not be released by it. This waiver applies not only to any initial extension or modification, but also to all such subsequent actions.

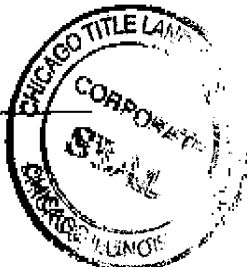
**GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED MARCH 15, 2017.**

**GRANTOR:**

**CHICAGO TITLE LAND TRUST NO. 22450**

CHICAGO TITLE LAND TRUST COMPANY, not personally but as Trustee under that certain trust agreement dated 05-10-1977 and known as Chicago Title Land Trust No. 22450.

By: Susan L. Melick  
Trust Officer



This instrument is executed by the undersigned Land Trustee, not personally but solely as Trustee in the exercise of the power and authority conferred upon and vested in it as such Trustee, and is hereby understood and agreed that all the warranties, covenants, representations, and undertakings and obligations herein made on the part of the Trustee are made by it solely in its capacity as Trustee and not personally. No personal liability or personal responsibility is assumed by or shall at any time be asserted or imputed against the Trustee on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the Trustee in this instrument.

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## MODIFICATION OF MORTGAGE (Continued)

LENDER:

BMO HARRIS BANK N.A.

X *[Signature]*  
 Authorized Signer  
 \_\_\_\_\_  
 Jeremy Ferentz

### TRUST ACKNOWLEDGMENT

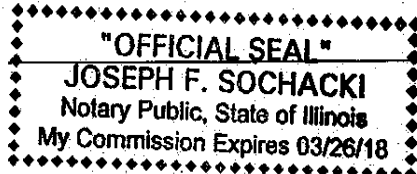
STATE OF Illinois )  
 ) SS  
 COUNTY OF Cook )

On this 23rd day of March, 2017 before me, the undersigned Notary Public, personally appeared Trust Officer, Susan Schelker of Chicago Title Land Trust Company, Trustee of Chicago Title Land Trust No. 22450, and known to me to be an authorized trustee or agent of the trust that executed the Modification of Mortgage and acknowledged the Modification to be the free and voluntary act and deed of the trust, by authority set forth in the trust documents or, by authority of statute, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this Modification and in fact executed the Modification on behalf of the trust.

By *[Signature]* Residing at \_\_\_\_\_  
 Notary Public in and for the State of \_\_\_\_\_

CHICAGO TITLE LAND TRUST COMPANY  
 10 SOUTH LASALLE STREET, SUITE 2750  
 CHICAGO, IL 60603

My commission expires



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## MODIFICATION OF MORTGAGE (Continued)

### LENDER ACKNOWLEDGMENT

STATE OF Illinois )  
 )  
 COUNTY OF Cook ) SS  
 )

On this 21<sup>st</sup> day of March, 2017 before me, the undersigned Notary Public, personally appeared Jeremy Ferentz and known to me to be the Vice President, authorized agent for **BMO Harris Bank N.A.** that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of **BMO Harris Bank N.A.**, duly authorized by **BMO Harris Bank N.A.** through its board of directors or otherwise, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this said instrument and in fact executed this said instrument on behalf of **BMO Harris Bank N.A.**.

By [Signature] Residing at 520 Green Bay Rd  
Winnetka, IL 60093

Notary Public in and for the State of Illinois

My commission expires Nov 28, 2020

